



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
REQUEST FOR PROPOSAL**

**RFP NO. ACC001**

**TITLE: Accounting Investigative & Consulting Svcs**

**ISSUE DATE: 03/11/2004**

**REQ#: ACC001**

**BUYER: Rob Verslues**

**PHONE NO.: (573)526-7647**

**FAX NO.: (573)751-0878**

**E-MAIL: rverslue@mail.state.mo.us**

**RETURN PROPOSAL NO LATER THAN: 05/03/2004 AT 2:00 PM**

**RETURN PROPOSAL TO:**

**DIVISION OF PROFESSIONAL REGISTRATION  
3605 MISSOURI BLVD.  
JEFFERSON CITY MO 65109**

**CONTRACT PERIOD: July 1, 2004 through June 30, 2005**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Missouri Division of Professional Registration  
State Board of Accountancy  
P.O. Box 613  
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 9/11/98). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Professional Registration, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	_____ Check here if RFP was downloaded from internet.
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		CONTRACT PERIOD	
BUYER	DATE	DIRECTOR	

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of accounting investigative and consulting services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - C

### **1.2 Background Information:**

1.2.1 The Missouri State Board of Accountancy has the statutory responsibility (Chapter 326 RSMo) for the regulation of the practice of public accounting in the State of Missouri.

1.2.2 The Missouri State Board of Accountancy is responsible for the examination, certification, licensure, and regulation of individuals, firms, and corporations engaged in the practice of public accounting; assures the users of financial and economic data of and independent objective, and uniform product based upon generally accepted accounting principles and generally accepted auditing standards; and ensures that the services are provided by competent and ethical practitioners.

1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

The contractor shall provide accounting investigative and consulting services for the Department of Economic Development, Division of Professional Registration, State Board of Accountancy (hereinafter referred to as state agency) in accordance with the provisions and requirements.

2.1.1 The contractor shall assist the state agency in the investigation of complaints against certified public accountant (CPA) organization (s) and shall provide consulting service by reviewing and evaluating reports on financial statements and supporting work papers to determine if the CPA organization (s) has complied with applicable generally accepted auditing standards and generally accepted accounting principles.

2.1.2 The contractor shall provide services on an as needed, if needed basis.

a.The State of Missouri does not guarantee any amount of service. However, the state agency estimates but cannot guarantee, that 100 to 300 hours of investigative and consulting services will be needed during a fiscal year.

b.The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and further agrees that the State of Missouri may secure identical and/or similar services from other sources at anytime in conjunction with or in replacement of the contractor's service.

2.1.3 In the event of multiple contracts, the state agency will determine on a case-by-case basis which contractor is best suited to provide the investigative and consulting services. Such determination will be based, in part, on the following factors:

a.To the extent reasonably possible, the state agency will utilize the contractor whose primary geographic service area is not the same as that of the CPA organization being investigated.

b.To the extent reasonably possible, the state agency will utilize the contractor whose size is similar to that of the CPA organization being investigated.

c.To the extent reasonably possible, the state agency will utilize a contractor whose expertise in a particular industry is best suited to the investigation.

2.1.4 The contractor shall agree and understand that the contractor may be requested to provide investigative and consulting services in any geographic area throughout the state, and/or for any size CPA organization, and/or for a CPA organization which has issued a report on any type of industry. However, with sufficient justification, the contractor may refuse a particular investigation.

### **2.2 Performance Requirements:**

2.2.1 The contractor shall provide the following services or any portion thereof, as requested by the state agency.

a.Review and evaluate the CPA organization's quality control policies, procedures, and documents and submit to the state agency a written report on the findings.

b.Review and evaluate the report that is the subject of the complaint and the supporting work papers for the report and submit to the state agency a written report on the findings.

c. Review and evaluate a sampling of other reports issued by the CPA organization and the supporting work papers on those reports and submit to the state agency a written report on the findings.

d. Discuss the findings of the investigation with the state agency or the state agency's attorney, at the request of the state agency.

e. Appear before the state agency, the Administrative Hearing Commission, or other court of competent jurisdiction, for the purpose of providing expert testimony in any litigation involving the CPA organization as a result of the investigative and consulting services and the contractor's findings.

f. Prepare or assist the state agency's attorney in the preparation of discovery questions or examination questions in any hearing or litigation involving the CPA organization as a result of the investigative and consultant services and the contractor's findings.

g. Make recommendations to the state agency, if requested, as to educational or rehabilitative programs which the contractor believes will assist the CPA organization in improving its technical competence and performance.

2.2.2 The contractor shall begin providing services within ten (10) working days after notification by the state agency, unless a greater period of time is mutually agreed upon by the state agency and the contractor.

2.2.3 Prior to beginning any field work, the contractor must submit to the state agency a written report indicating the approximate number of hours needed to complete the requested services and the anticipated date by which the contractor's report on the findings of the investigation will be complete.

2.2.4 The contractor shall keep the state agency apprised on the progress of the investigation.

2.2.5 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency throughout the effective period of the contract.

2.2.6 The contractor shall complete the investigative and consulting services and shall submit to the state agency in a timely manner a written report on the contractor's findings in a format specified by the state agency.

2.2.7 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri.

2.2.8 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

2.2.9 For a period of twelve (12) months following completion of an investigation for the state agency, the contractor shall not solicit business from any entity whose financial statements were reviewed by the contractor as a part of the services provided for the state agency.

2.2.10 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **2.3 Contractor Qualification Requirements:**

2.3.1 The contractor must hold a valid permit issued by the state agency to practice as a certified public accountant.

2.3.2 The contractor's office must be registered with the state agency as a certified public accounting firm under section 326.289 RSMo.

2.3.3 The contractor's personnel performing consulting services shall have a minimum of five (5) years experience as a certified public accountant in accounting and/or auditing, with at least two (2) years at a supervisory level (manager, or the equivalent thereof) with experience in reviewing reports on audit and review engagements and the work papers for such reports.

2.3.4 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

## **2.4 Payment and Invoicing Requirements:**

2.4.1 The contractor shall submit monthly invoices within five (5) days after the end of each month to the state agency at the address shown on page one of this document. The invoice must itemize the actual hours of service provided during the month for each investigation.

2.4.2 The contractor shall be paid in accordance with the firm, fixed price per hour stated on the Pricing Page, based upon the actual hours of investigative and consulting services provided. Travel time shall not be billable.

2.4.3 The contractor shall be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations. The contractor shall invoice for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).

- The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
- Effective 07/01/03, the mileage reimbursement rate is \$0.33 per mile.
- The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>.
- The Contiguous US Per Diem Rates (CONUS) can be found on the Internet at: <http://www.dtic.mil/perdiem/pdrform.html>

2.4.4 Other than the payments and reimbursements specified above, no other payment or reimbursement shall be made to the contractor.

## **2.5 Other General Contractual Requirements**

**2.5.1 Contract:** A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Professional Registration's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Professional Registration or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**2.5.2 Contract Period:** The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Professional Registration shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Professional Registration exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**2.5.3 Renewal Periods:** If the option for renewal is exercised by the Division of Professional Registration, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

b. The Division of Professional Registration does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

**2.5.4 Termination:** The Division of Professional Registration reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Professional Registration, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**2.5.5 Transition:** Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

**2.5.6 Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under

the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.5.7 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the state agency must be notified immediately.

2.5.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

a. The contractor shall not be able to subcontract out any of the products/services described herein unless the contractor receives the State of Missouri's approval in writing.

2.5.9 Substitution of Personnel: The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.5.10 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee

of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.5.11 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Professional Registration throughout the effective period of the contract.

2.5.12 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.



### **3. PROPOSAL SUBMISSION INFORMATION**

#### **3.1 Submission of Proposal:**

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal.

a.Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a.Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b.The proposal should be page numbered.

c.The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-751-0878.

a.Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyers of record.

b.Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

#### **3.2 Competitive Negotiation of Proposals:**

3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Professional Registration reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

a.Negotiations may be conducted in person, in writing, or by telephone.

b.Negotiations will only be conducted with potentially acceptable proposals. The Division of Professional Registration reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Professional Registration determines that a change in such requirements is in the best interest of the State of Missouri.

### **3.3 Evaluation and Award Process:**

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost .....40%
- b. Experience, Reliability, Expertise and Method of Performance .....60%

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Professional Registration. In addition, the offeror may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Professional Registration

3.3.3 Separate evaluations shall be conducted by geographical area and awards made accordingly.

### **3.4 Evaluation of Cost:**

3.4.1 The objective evaluation of cost shall be based upon a total of the hourly prices for each potential contract period (which includes the renewal periods).

### **3.5 Evaluation of Offeror's Experience and Reliability:**

3.5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

a. The offeror should specify the offeror's experience in providing expert testimony in litigation cases before a court and the Administrative Hearing Commission.

b. The offeror should specify the offeror's experience and background in performing audits and in reviewing and evaluating reports on financial statements. In particular, the offeror should specify the industries in which it has expertise.

c. The offeror should specify whether the offeror has successfully undergone a peer review within the last three years. Consideration may be given to offerors who can demonstrate adherence to professional standards by having successfully undergone a peer review.

d. The offeror should provide the following information to document the experience of the offeror:

- 1) Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- 2) Dates of the service/contract; and

3)A brief, written description of the specific prior services performed and requirements thereof.

4)The above information may be shown on the form attached as Exhibit A to this RFP or in a similar manner.

3.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

a.The offeror should provide the following information for all proposed personnel:

1)The experience of each individual in providing expert testimony in litigation cases before a court and the Administrative Hearing Commission;

2)The level of the individual's responsibility within the offeror's organization;

3)Experience in reviewing and evaluating reports on financial statements for governmental agencies, professional organizations, etc.;

4)Participation in a peer review (firm on firm or CART) and/or experience as a peer review team captain;

5)Responsibility of the individual in the offeror's practice review, quality control, standards review, and/or training programs;

6)Information as to whether the individual has completed the AICPA course on peer reviews.

b.The offeror **MUST** specify the individual(s) who will be assigned to serve as consultant(s) and **MUST** submit a resume for each such individual. The resume should include references, detailing the previous work assignments, educational qualifications, and continuing education courses in accounting and auditing completed during the last three (3) years. Exhibit B may be used as a summary for resume information, although actual resumes should be attached.

c.If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.5.3 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Professional Registration. The compliance to conduct business in the state shall include, but not necessarily be limited to:

a.Registration of business name (if applicable)

b.Certificate of authority to transact business/certificate of good standing (if applicable)

c.Taxes (e.g., city/county/state/federal)

d.State and local certifications (e.g., professions/occupations/activities)

e.Licenses and permits (e.g., city/county license, sales permits)

f.Insurance (e.g., worker's compensation/unemployment compensation)

3.5.4 The offeror shall submit a copy of all licenses and/or certifications for the offeror's organization and all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the offeror's profession. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required performing the defined services prior to contract award.

3.5.5 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated

3.5.6 In presenting the method of performance, the offeror should submit or describe the following:

- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics
- d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.

### **3.6 Miscellaneous Information**

3.6.1 The offeror should complete Exhibit C, Miscellaneous Information, to document: (1) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, (2) the offeror's MBE/WBE status, if applicable.

#### 4. PRICING PAGE

##### 4.1 Price Per Hour - :

The offeror shall provide a firm fixed price per hour for the original contract period and maximum prices per hour for each potential renewal period for providing the services as required in this document.

001. c/s code 94607	Price Per Hour	Price Specification
Original Contract Period	\$_____	Firm Fixed Price
First Renewal Period	\$_____	Maximum Price
Second Renewal Period	\$_____	Maximum Price
Third Renewal Period	\$_____	Maximum Price

**EXHIBIT A**  
**PRIOR EXPERIENCE**

1. **Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

**Description of Prior Services (include dates):**

2. **Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

**Description of Prior Services (include dates):**

3. **Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

**Description of Prior Services (include dates):**

**EXHIBIT B**

**PERSONNEL EXPERTISE SUMMARY**  
**(Also attach resumes for key personnel)**

Personnel	Background and Expertise of Personnel
1. _____ (Name)  _____ (Title)	
2. _____ (Name)  _____ (Title)	
3. _____ (Name)  _____ (Title)	
4. _____ (Name)  _____ (Title)	
5. _____ (Name)  _____ (Title)	
6. _____ (Name)  _____ (Title)	
7. _____ (Name)  _____ (Title)	

**EXHIBIT C****MISCELLANEAOUS INFORMATION****Employee Bidding/Conflict of Interest**

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

**Offeror's MBE/WBE Status**

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) is required to be considered an eligible MBE/WBE in meeting participation goals.

If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

_____	MBE	_____	WBE	_____	Both M & WBE
-------	-----	-------	-----	-------	--------------

To obtain an application for certification, go to the OEO Internet web site and download an application from: <http://www.oea.state.mo.us/oeo/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email [heyern@mail.oea.state.mo.us](mailto:heyern@mail.oea.state.mo.us)

---



**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Professional Registration**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the Division of Professional Registration. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the Division of Professional Registration to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Division of Professional Registration.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Division of Professional Registration if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the Division of Professional Registration, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the Division of Professional Registration in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The Division of Professional Registration reserves the right to officially amend or cancel an RFP after issuance.

**4. PREPARATION OF PROPOSALS**

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the of Professional Registration and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the Division of Professional Registration office. Delivered proposals must be sealed in an envelope or container, and received in the Division of Professional Registration office located at 3605 Missouri Blvd. in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the Division of Professional Registration office, may be modified by signed, written notice which has been received by the Division of Professional Registration prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the Division of Professional Registration office, may only be withdrawn by a signed, written notice or facsimile which has been received by the Division of Professional Registration prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Division of Professional Registration office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the Division of Professional Registration to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, Division of Professional Registration reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.

- f. The Division of Professional Registration reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Division of Professional Registration to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Division of Professional Registration based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- m. The Division of Professional Registration reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by Division of Professional Registration.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) Division of Professional Registration acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Professional Registration or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Professional Registration.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Division of Professional Registration may cancel the contract. At its sole discretion, the Division of Professional Registration may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Division of Professional Registration within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Professional Registration will issue a notice of cancellation terminating the contract immediately.
- c. If the Division of Professional Registration cancels the contract for breach, the Division of Professional Registration reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Professional Registration deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

#### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Division of Professional Registration immediately.
- b. Upon learning of any such actions, the Division of Professional Registration reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Division of Professional Registration shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Professional Registration until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/20/03